



DEPARTMENT OF COMMUNITY DEVELOPMENT
Current Planning Division

**104 Road Runner Drive
Sedona, Arizona 86336**

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SAMPLE
Accessory Dwelling Unit
Conditions of Approval/Deed Restriction Agreement

Owner(s): _____ **Plan Check No.:** ADU

Address: _____ **APN:** _____

Approved: _____ **By:** _____

1. The Owner(s) of the property must occupy either the primary dwelling unit or the accessory dwelling unit (ADU) on a full-time basis. Full-time occupancy is defined as a property Owner(s), as reflected in title records, who makes his or her legal residence at the site, as evidenced by voter registration, vehicle registration or similar means and actually resides at the site more than six months out of any given year.
2. The total number of people residing on the property, including the primary residential structure and the ADU, cannot exceed the definition of 'family' as described in Article 2 (Definitions) of the Land Development Code.
3. The ADU shall be rented for a **minimum** of 90 consecutive days.
4. The ADU shall not be used for short-term vacation rentals and/or bed and breakfast purposes.
5. The ADU shall not be sold separately.
6. The ADU shall be restricted to the approved size of _____ square feet and the approved number of bedrooms _____.
7. Any exterior or interior modifications to an approved ADU requires building permit approval from the Department of Community Development.
8. If the property is listed for sale in the future the current property Owner(s) shall notify any prospective buyers about the conditions of approval for the ADU.

9. The property Owner(s) agrees to periodic inspections of the property, including the primary residence and ADU, at the discretion of the Director of Community Development.
10. This Agreement, any exhibits attached hereto, and any addendum, constitute the entire understanding and agreement of the Owner(s) and the City and shall supersede all prior agreements or understandings between the Owner(s) and City regarding the above-referenced property. This Agreement may not be modified or amended except by written agreement by the Owner(s) and City.
11. This Agreement is entered into in Arizona and will be construed and interpreted under the laws of the State of Arizona.
12. This Agreement runs with the land and is binding upon all present and future Owner(s) of the above-referenced property.
13. This Agreement is subject to revocation by the Director per the conditions outlined in Section 918.10 of the Land Development Code.
- 14. By signing this agreement the property Owner(s) agree and consent to all the conditions imposed by the City of Sedona regarding the Accessory Dwelling Unit Permit and waive any right to claim diminution in value or claim for just compensation for diminution in value under A.R.S. §12-1134 related to permit number _____ allowing for construction of an Accessory Dwelling Unit at _____.**

The Owner(s) warrant and represent that they are the Owner(s) of fee title to the above-referenced property and that no other person has an ownership interest in the property. The persons who sign on behalf of Owner(s) personally warrant and guarantee to the City they have the legal power to bind Owner(s) to this Agreement.

Dated this _____ day of _____, 2010.

City of Sedona Arizona, an
Arizona Municipal Corporation

By: _____
Property Owner(s)

By: _____
John O'Brien, Director

State of _____)

County of _____)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2010, by

_____, Owner(s).
Property Owner(s) name(s)

My commission expires:

Notary Public